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GENERAL REINSURANCE CORPORATION

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
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16 FIREMAN'S FUND INSURANCE  
COMPANY, A California Corporation,

17 Plaintiff,

18 v.

19 GENERAL REINSURANCE  
CORPORATION, A Delaware Corporation,

20 Defendant.  
21

) Case No. C03-04406 JCS ARB

) **STIPULATION RE AMOUNT OF PRE-**  
) **JUDGMENT INTEREST**

) Judge: Hon. Joseph C. Spero

) Complaint Filed: September 30, 2003

) Trial Date: May 31, 2005  
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23 Plaintiff FIREMAN'S FUND INSURANCE COMPANY ("Fireman's Fund" or  
24 "plaintiff") and defendant GENERAL REINSURANCE CORPORATION ("General Re" or  
25 "defendant"), by and through their counsel of record, hereby stipulate as follows:

26 1. Based upon the Court's August 5, 2005 Findings of Fact and Conclusions of Law  
27 ("Findings"), counsel for the parties have met and conferred as to the amount of pre-judgment  
28 interest to be included in the Judgment to be entered in favor of Fireman's Fund.

2. The principal amount of the Judgment per the Court's August 5, 2005 "Findings" is \$238,282.65.

3. For purposes of computing pre-judgment interest, the parties have agreed that the appropriate rate of interest is the "legal rate," i.e., seven percent (7%) per annum, in that the reinsurance certificates at issue in this matter were entered into prior to 1986, thus making California Civil Code § 3289 inapplicable.

4. The parties have agreed that the "accrual date" as established by the Court in its "Findings," i.e., December 17, 2000, is the appropriate accrual date for purposes of computing pre-judgment interest, provided, however, that as to the two invoices issued subsequent to that date (Chem Trol and Oil & Solvent), the actual invoice dates shall be used for pre-judgment interest accrual purposes.

5. Accordingly, the parties have agreed that pre-judgment interest in the amount of \$66,542.85 has accrued to and including August 19, 2005; said amount will increase at the rate of \$45.70 per day thereafter until the date Judgment is entered.

6. The foregoing is without prejudice to either party's other post-trial and/or appellate rights and remedies.

IT IS SO STIPULATED.

Dated: August 18, 2005

HAIGHT, BROWN & BONESTEEL, L.L.P.

By:



David W. Evans  
Lorraine A. Barrabee  
Attorneys for Plaintiff  
FIREMAN'S FUND INSURANCE  
COMPANY

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1 Dated: August 18, 2005

GORDON & REES LLP

2  
3 By: 

Donald W. Rees  
Attorneys for Defendant  
GENERAL REINSURANCE  
CORPORATION

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6  
7 **ORDER**

8 Based on the foregoing stipulation of the parties, and good cause therefor appearing, the  
9 Court shall include the amount of \$66,542.85, plus \$45.70 per day for each day from August 19,  
10 2005 until the date Judgment is entered, in pre-judgment interest in the Judgment to be entered in  
11 favor of plaintiff Fireman's Fund Insurance Company and against defendant General Reinsurance  
12 Corporation.

13 IT IS SO ORDERED.

14  
15 Dated: August 19, 2005

  
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17 JOSEPH C. SPERO  
United States Magistrate Judge